



SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST SERVICE CORP.
AND
ZURICH INSURANCE COMPANY ("ZIC")

Program Effective Date: January 1, 1997

Applicable Policies

Line of Business	Program	Company	Policy Number	Expiration Date
WC & EL	ILD	ZIC	WC 8445472-00	1/1/98
GL	ILR	ZIC	GLO 8445473-00	1/1/98

Loss Limit(s)

The following are the Loss Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$250,000 under Workers' Compensation and Employers' Liability ("WC") arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC arising out of occupational disease payable to each affected employee.
- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$500,000 for each occurrence for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).
- F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) under the Policy(ies) and is paid by You up to the Loss Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) up to the limits of liability under the Policy(ies).

- G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limit(s).

Aggregate Retention - Combined for the Incurred WC Deductible and the Incurred GL Retro

All Paid Losses (and paid ALAE) as stated under the Loss Limits above will be stopped at an Aggregate Retention amount of \$2,850,000. The Aggregate Retention shall be adjusted at a rate of 6.889216 per \$100. of audited payroll. In no event shall the Aggregate Retention be less than \$2,850,000.

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Rate per \$100</u>	<u>Premium</u>
	Payroll		
WC/EL	(41,369,000)	.45652	\$188,858

If Taxes are adjustable and billed separately, or if identified for those states requiring payment on the full Standard Premium, add the following schedule:

Premium Taxes are included in the Deductible Premium.

Retrospective Rating Formula

Formula: $IL + IALAE \times LCF + \text{Basic} \times TM = ERP$

Components:

Incurred Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times the Loss Conversion Factor (LCF), plus
Basic times
Tax Multiplier (TM), equals
Earned Retrospective Premium (ERP)

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$10,720. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited payroll.

Maximum Retrospective Premium

The maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a Minimum Aggregate Retention of \$2,850,000 based on a rate of 6.889216 per \$100. of audited payroll.

See Aggregate Amount under Combined Elements.

Retrospective Premium Elements

A. Basic is a minimum amount of \$10,388, that is adjustable at a rate of \$ 19.81% per \$100 of audited standard premium.

B. Tax Multiplier

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
GL	1.032

Combined Elements

A. Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Rate per \$1000</u>	<u>Premium</u>
GL	Revenue	.52722	\$28,823.

Combined Elements (continued)**B. Loss Based Assessments - Incurred WC Deductible**

You will be billed for the actual state LBA at each adjustment. The current rates applied to WC Incurred Losses are as follows:

<u>State</u>	<u>Percentage</u>
NY	21.5% of Paid Loss

C. Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.09
GL	1.09

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

Audit (continued)

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund - (Loss Fund)

Initial Loss Reimbursement Fund amount is \$200,627, due in 12 installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Deductible Amount(s), Incurred ALAE, and Incurred ALAE at the first adjustment, and LBA, as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; times
- (b) the LCF; plus
- (c) WC Incurred Losses times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

If no collateral is required at inception, add:

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. John L. Rowley

Address: Ablest Service Corp.
45 Anderson Road
Buffalo, N.Y. 14225

If to Us: Zurich Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Ben Grado

Telephone: (847) 605-6805

Telefax: (847) 605-6832

The parties have caused the Specifications, effective January 1, 1997 to be signed by their duly authorized representatives and witnessed.

ABLEST SERVICE CORP.

By: William C. Kaslow

Title: Treasurer, CPC

Witness: Lisa M. Allen

Date: 6/19/97

ZURICH INSURANCE COMPANY,
U.S. BRANCH

By: Robert A. Ruffalo

Title: Assistant Vice President

Witness: Carol A. Ruffalo

Date: 6/11/97



SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST SERVICE CORP.
AND
ZURICH INSURANCE COMPANY ("ZIC")

Program Effective Date: January 1, 1998

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	IDP	ZIC	WC 8445472-01	1/1/99
WC & EL	ILR	ZIC	WC 8445534-01	1/1/99
GL	ILR	ZIC	GLO 8445473-01	1/1/99

Loss Limit(s)

The following are the Loss Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC coverage arising out of occupational disease payable to each affected employee.
- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$500,000 for each occurrence for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).
- F. With respect to A, B, C, D and E above, ALAE will be handled and paid as follows:

Loss Limit(s) (continued)

ALAE is included within the limits of liability and the Loss Limit(s) under the Policy(ies) and is paid by You up to the Loss Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) up to the limits of liability under the Policy(ies).

G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limit(s).

Aggregate Retention - Combined for C.H. Heist Corp. and Ablest Service Corp. and applies to the Incurred WC Deductible and the Incurred WC Retro (WI only) and GL Retro.

All Paid Losses (and paid ALAE) as stated under the Loss Limit(s) above will be stopped at an Aggregate Retention Amount of \$4,000,000. The Aggregate Retention shall be adjusted at a rate of 5.545174 per \$100. of audited payroll. In no event that the Aggregate Retention be less than \$4,000,000.

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u> Payroll	<u>Rate per \$100</u>	<u>Premium</u>
WC/EL	(57,943,000)	.330036	\$191,233.

- A. Aggregate Deductible Charge is included.
- B. Excess Premium is included
- C. Premium Taxes are included in the Deductible Premium.

Retrospective Rating Formula

Formula: $IL + IALAE \times LCF + \text{Basic} \times TM = ERP$

Components:

Incurred Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times the Loss Conversion Factor (LCF), plus
Basic times
Tax Multiplier (TM), equals
Earned Retrospective Premium (ERP).

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$8,384. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited subject premium.

Maximum Retrospective Premium

The maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$4,000,000, based on a rate of 5.545174 per \$100 of audited payroll.

The Maximum Retrospective Premium is not reduced by the payment of ALAE. The ALAE paid by You in accordance with the terms of this Agreement is in addition to the Maximum Retrospective Premium.

Retrospective Premium Elements

A. Basic is a minimum amount of \$8,132, that is adjustable at a rate of \$ 21.57% per \$100 of audited subject premium.

B. Tax Multiplier

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL (WI only)	1.031
GL	1.031

Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll unless otherwise stated in this Agreement.

Combined Elements (continued)

A. Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Rate</u>	<u>Premium</u>
WC/EL (Wl only)	Payroll	Per \$100.	Incl in Basic
GL (\$74,850,000)	Revenue	.34532 per \$1,000	\$25,847.

B. Premium Surcharges

The amount based on current rates is \$7,571. and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and retrospective Premium:

Missouri	\$ 86.
New York	\$7,192.

C. Loss Based Assessments

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments.

D. Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.08
GL	1.08

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund - (Loss Fund)

Initial Loss Reimbursement Fund amount is \$136,046, due in 12 installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Deductible Amount(s), Incurred ALAE, and LBA, as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; times
- (b) the LCF; plus
- (c) WC Incurred Losses times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. John L. Rowley

Address: Ablest Service Corp.
45 Anderson Road
Buffalo, N.Y. 14225

If to Us: Zurich Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant General Counsel

Telephone: (847) 605-6002

Telefax: (847) 605-4356

The parties have caused the Specifications, effective January 1, 1998 to be signed by their duly authorized representatives and witnessed.

ABLEST SERVICE CORP.

By: [Signature]

Title: TARABYER, CMO

Witness: _____

Date: 7/16/98

ZURICH INSURANCE COMPANY,
U.S. BRANCH

By: [Signature] GL

Title: Vice President

Witness: [Signature]

Date: 4/15/98



SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST SERVICE CORP. et al
AND
ZURICH AMERICAN INSURANCE COMPANY ("ZAIC")

Program Effective Date: January 1, 1999

LOSS SENSITIVE SERVICES
PERSONAL SERVICES

SEP 22 1999

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	ILD	ZAIC	WC8445472-02	1/1/2000
WC & EL	ILR	ZAIC	WC8445534-02	1/1/2000
GL	ILR	ZAIC	GLO8445473-02	1/1/2000

Loss Limit(s)

The following are the Loss Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$ 250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$ 250,000 under WC coverage arising out of occupational disease payable to each affected employee.
- C. The first \$ 250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$ 250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$ 500,000 for each occurrence for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).

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F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) under the Policy(ies) and is reimbursed to Us by You up to the Loss Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) up to the limits of liability under the Policy(ies).

G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limits(s).

Aggregate Retention - Combined for C.H. Heist Corp. and Ablest Service Corp. and applies to the Incurred WC Deductibles and the Incurred WC (WI only), GL and AL Retros.

All Paid Losses [and Paid ALAE], as stated under the Loss Limit(s) above will be stopped at an Aggregate Retention amount of \$4,000,000. The Aggregate Retention shall be adjusted at a rate of 5,423,287 per \$100. of audited payroll. In no event shall the Aggregate Retention be less than \$4,000,000.

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate per \$100</u>	<u>Premium</u>
WC/EL	Payroll	59,030,000	.310327 per \$100.	\$183,186.

A. Aggregate Deductible Charge is included.

B. Excess Premium is included.

C. Premium Taxes are included in the Deductible Premium.

Z00041

Retrospective Rating Formula

[Formula: $((IL + IALAE) \times LCF + \text{Basic}) \times TM = ERP$]

Components:

Incurred Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times
the Loss Conversion Factor (LCF) plus
Basic times
Tax Multiplier (TM), equals
Earned Retrospective Premium (ERP)

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$8,152. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited payroll.

Maximum Retrospective Premium

The maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$4,000,000 based on a rate of 5.432387 per \$100 of audited payroll.

Retrospective Premium Elements

- A. Basic is a minimum amount of \$7,930 that is adjustable at a rate of 23.6% per \$100 of audited standard premium.
- B. Tax Multiplier

Z00042

The Tax Multiplier is based on Our current rates and is not adjustable.

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL	1.028
GL	1.028

Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll/revenue unless otherwise stated in this Agreement.

A. Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate per (\$100/\$1000)</u>	<u>Premium</u>
WC/EL	Payroll	If any	Per \$100.	Incl. in Basic
GL	Revenue	85,000,000	.294553 per \$1000.	25,037.

B. Premium Surcharges

The amount based on current rates is \$4,700. and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: MO & NY

C. Loss Based Assessments - Incurred WC Deductible

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments.

Z00043

D. Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.08
GL	1.08

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment[.:]

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date [eighteen (18)] months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund

Initial Loss Reimbursement Fund amount is \$200,328. due in twelve installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Deductible Limit(s), Incurred ALAE and LBA, as determined by Us.

Z00044

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; (times
- (b) the LCF; plus
- (c) WC Incurred Losses within the Loss Limit(s) times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Z00045

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. John L. Rowley
c/o C.H. Heist Corp.
Address: 45 Anderson Rd.
Buffalo, NY 14225

Telephone: 716-894-3035

Telefax: 716-897-2896

If to Us: Zurich American Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant Legal Counsel

Telephone: 847-605-6002

Telefax: 847-605-4356

Z00046

The parties have caused the Specifications, effective January 1, 1999 to be signed by their duly authorized representatives and witnessed.

ABLEST SERVICE CORP. etal

By: Maurice B. S.

Title: Treasurer, CEO

Witness: Donald W. W.

Date: August 13, 1999

ZURICH AMERICAN INSURANCE
COMPANY

By: [Signature]

Title: Assistant Vice President

Witness: Cathie D.

Date: 4/26/99

Z00047



SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST SERVICE CORP. et al
AND
ZURICH AMERICAN INSURANCE COMPANY ("ZAIC")

Program Effective Date: January 1, 2000

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	ILD	ZAIC	WC8445472-03	1/1/2001
WC & EL	ILR	ZAIC	WC8445534-03	1/1/2001
GL	ILR	ZAIC	GLO8445473-03	1/1/2001

Loss Limit(s)

The following are the Loss Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$ 250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$ 250,000 under WC coverage arising out of occupational disease payable to each affected employee.
- C. The first \$ 250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$ 250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$ 500,000 for each occurrence for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).

Z00048

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F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) under the Policy(ies) and is reimbursed to Us by You up to the Loss Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) up to the limits of liability under the Policy(ies).

G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limits(s).

Aggregate Retention - Applies to the Incurred WC Deductible and the Incurred WC (WI only), GL and AL Retros.

All Paid Losses [and Paid ALAE], as stated under the Loss Limit(s) above will be stopped at an Aggregate Retention amount of \$2,800,000. The Aggregate Retention shall be adjusted at a rate of 3.9587 per \$100. of audited payroll. In no event shall the Aggregate Retention be less than \$2,800,000.

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate per \$100</u>	<u>Premium</u>
WC/EL	Payroll	70,180,000	.284325 per \$100.	\$199,539.

A. Aggregate Deductible Charge is included.

B. Excess Premium is included.

C. Premium Taxes are included in the Deductible Premium.

Z00049

Retrospective Rating Formula

[Formula: $((IL + IALAE) \times LCF + \text{Basic}) \times TM = ERP$]

Components:

Incurred Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times
the Loss Conversion Factor (LCF) plus
Basic times
Tax Multiplier (TM), equals
Earned Retrospective Premium (ERP)

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$14,188. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited payroll.

Maximum Retrospective Premium

The maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$2,800,000 based on a rate of 3.9587 per \$100 of audited payroll.

Retrospective Premium Elements

- A. Basic is a minimum amount of \$13,815 that is adjustable at a rate of 44.04% of audited standard premium.
- B. Tax Multiplier

The Tax Multiplier is based on Our current rates and is not adjustable.

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL	1.027
GL	1.027

Z00050

Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll/revenue unless otherwise stated in this Agreement.

A. Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate per (\$100/\$1000)</u>	<u>Premium</u>
WC/EL	Payroll	550,000	Per \$100.	Incl. in Basic
GL	Revenue	100,350,000	.559 per \$1000.	56,096.

B. Premium Surcharges

The amount based on current rates is \$8,498. and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: NY

C. Loss Based Assessments - Incurred WC Deductible

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments.

D. Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.08
GL	1.08

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Z00051

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date [eighteen (18)] months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund

Initial Loss Reimbursement Fund amount is \$234,028, due in twelve installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Deductible Limit(s), Incurred ALAE and LBA, as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; (times
- (b) the LCF; plus
- (c) WC Incurred Losses within the Loss Limit(s) times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Z00052

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Z00053

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. Mark Kashmanian
c/o Ablest Service Corp.

Address: 45 Anderson Rd.
Buffalo, NY 14225

Telephone: 716-894-3035

Telefax: 716-897-2896

If to Us: Zurich American Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant Legal Counsel

Telephone: 847-605-6002

Telefax: 847-605-4356

Z00054

The parties have caused the Specifications, effective January 1, 2000 to be signed by their duly authorized representatives and witnessed.

ABLEST SERVICE CORP. etal

By: Walter J. Kish

Title: Treasurer, CAO

Witness: John M. Allen Walczak

Date: 1/10/00

ZURICH AMERICAN INSURANCE
COMPANY

By: Gray Egert

Title: Assistant Vice President

Witness: Gilbert

Date: 1/26/2000

Z00055

Agreement No. 010101b

SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST INC.
AND
ZURICH AMERICAN INSURANCE COMPANY("ZAIC")

Program Effective Date: January 1, 2001

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	ILD	ZAIC	WC8445472-04	1/1/2002
WC & EL	ILR	ZAIC	WC8445534-04 @	1/1/2002
GL	ILR	ZAIC	GLO8445473-03	1/1/2002

Loss Limit(s)

The following are the Loss Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC coverage arising out of occupational disease payable to each affected employee.

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- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$500,000 for each occurrence all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).
- F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) under the Policy(ies) and is reimbursed to Us by You up to the Loss Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) up to the limits of liability under the Policy(ies).

- G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limit(s)

Aggregate Retention – Applies to the Incurred WC Deductible and the Incurred WC (WI only) and GL Retro.

All Paid Losses and Paid ALAE, as stated under the Loss Limit(s) above will be stopped at a Aggregate Retention amount of \$2,800,000. The Aggregate Retention shall be adjusted at a rate of 3.28107% of audited payroll. In no event shall the Aggregate Retention be less than \$2,800,000

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate % of Audited Payroll</u>	<u>Premium</u>
WC/EL	Payroll	85,338,000	.289901%	247,396.

- A. Aggregate Deductible Charge is included.
- B. Excess Premium is included.
- C. Premium Taxes are included in the Deductible Premium.

Retrospective Rating Formula

Formula: $[(IL + IALAE) \times LCF + \text{Basic}] \times TM = ERP$

Components

Incurring Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times
the Loss Conversion Factor (LCF), plus
Basic times
Tax Multiplier (TM), equals
Earned Retrospective Premium (ERP)

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$14,583. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited payroll.

Maximum Retrospective Premium

The maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$2,800,000 based on a rate of 3.28107% of audited payroll.

Retrospective Premium Elements

A. Basic is a minimum amount of \$14,200 that is adjustable at a rate of 29% of audited standard premium.

B. Tax Multiplier

The Tax Multiplier is based on Our current rates and is not adjustable.

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL	1.027
GL	1.027

Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll and revenue unless otherwise stated in this Agreement.

Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>
WC/EL	Payroll	616,000	.094156% of Payroll	580.
GL	Revenue	120,280,000	398387 per \$1000	47,918.

Premium Surcharges

The amount based on current rates is \$16,580 and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: NY

Loss Based Assessments – Incurred WC Deductible

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments. If there are WC Incurred Losses in states for which Loss Based Assessments are payable, the amount(s) You are obligated to reimburse Us for will be included in the calculation of the Loss Reimbursement Fund and the Retrospective Premium Adjustments based on the effective state rates.

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New or Modified State Assessments

If any state should require a new assessment or surcharge, or change the basis upon which an assessment or surcharge is calculated after the program effective date, you will be billed for such an assessment or surcharge according to state regulations.

Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.09
GL	1.09

Premium and Loss Reimbursement Fund Payment

The Deductible Premium and the Loss Reimbursement Fund for the states under the IDP and the Standard Premium for the states under the ILR and Combined Elements are payable in twelve installments due on the following dates:

1/10/2001, 2/10/2001, 3/10/2001, 4/10/2001, 5/10/2001, 6/10/2001, 7/10/2001, 8/10/2001, 9/10/2001, 10/1/2001, 11/10/2001 and 12/1/2001

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund

Initial Loss Reimbursement Fund amount is \$490,952 due in twelve installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Loss Limit(s), Incurred ALAE and LBA, as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; times
- (b) the LCF; plus
- (c) WC Incurred Losses within the Loss Limit(s) times applicable state LBA; equals

(d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due. However, in no event will the amount of the Loss Reimbursement Fund be in excess of the Aggregate Deductible.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. Mark Kashmanian
C/o Ablest Inc.

Address: 1901 Ulmerton Road
Suite 300
Clearwater, FL 33762

Telephone: 727-299-1200

Telefax: 727-299-1297

If to Us: Zurich American Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant General Counsel

Telephone: 847-605-6002

Telefax: 847-605-4356

The parties have caused the Specifications, effective January 1, 2001 to be signed by their duly authorized representatives and witnessed.

ABLEST INC.

By: W. A. K. S. [Signature]

Title: TREASURER CAO

Witness: [Signature]

Date: 3/8/01

ZURICH AMERICAN INSURANCE
COMPANY

By: [Signature]

Title: Assistant Vice President

Witness: [Signature]

Date: 3/6/2001

Agreement No. 010102b

SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
 INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
 BETWEEN
ABLEST INC.
 AND
 ZURICH AMERICAN INSURANCE COMPANY("ZAIC")

Program Effective Date January 1, 2002

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	ILD	ZAIC	WC 8445472-05	1/1/2003
WC & EL	ILR	ZAIC	WC 8445534-06	1/1/2003
GL	ILR	ZAIC	GLO 8445473-05	1/1/2003

Loss Limit(s) and/or Deductible Limit(s)

The following are the Loss Limit(s) and/or Deductible Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC coverage arising out of occupational disease payable to each affected employee.

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- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$500,000 for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).
- F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) and/or Deductible Limit(s) under the Policy(ies) and is reimbursed to Us by You up to the Loss Limit(s) and/or Deductible Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) and/or Deductible Limit(s) up to the limits of liability under the Policy(ies). or

- G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limit(s) and/or Deductible Limit(s)

Combined Minimum Loss Amount – Combined for WC ILD, WC ILR and GL ILR

At eighteen (18) months after the program effective date, all incurred losses and incurred ALAE as stated under the Loss Limit(s) and/or Deductible Limit(s) above will be subject to a minimum amount of \$750,000. The combined minimum loss amount will be adjusted at a rate of 1.147315% of audited WC payroll. In no event shall the combined minimum loss amount be less than \$750,000.

$\text{Retro Payroll} = 29,349$
 $\text{Deductible Payroll} = 78,862,627$
 $\text{Incurred Amount @ 1.147315\%} = \$904,452$
 $\text{Aggregate Retention} = \$750,000$
 * Incurred Amount @ 1.147315% is over MINIMUM.
 Aggregate Retention – Applies to the Incurred WC Deductible and the Incurred WC (WI only) and GL Retro.

All Paid Losses and Paid ALAE, as stated under the Loss Limit(s) and/or Deductible Limit(s) above will be stopped at an Aggregate Retention amount of \$2,800,000. The Aggregate Retention shall be adjusted at a rate of 4.235557% of audited payroll. In no event shall the Aggregate Retention be less than \$2,800,000.

Deductible Premium

$21,761,822.02 \times 4.235557\% = \$921,517.5$

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate</u>	<u>Minimum Premium</u>
WC/EL	Payroll	65,370,000	.5350787%	\$349,781.

- A. Aggregate Deductible Charge - is included.
- B. Excess Premium - is included.
- C. Premium Taxes are included in the Deductible Premium.

Retrospective Rating Formula

Formula: $IL + IALAE \times LCF + Basic \times TM = ERP$

Components:

Incurring Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times the Loss Conversion Factor (LCF), plus Basic times Tax Multiplier (TM), equals Earned Retrospective Premium (ERP), plus Excess Premium

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$15,450. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited subject premium.

$$\begin{array}{r} \text{Basic} = \$15,000 \\ \times 1.03 \\ \hline \$15,450 \end{array}$$

Maximum Retrospective Premium

The Maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$2,800,000 based on a rate of 4.235557% of audited payroll.

Retrospective Premium Elements

- A. Basic is a minimum amount of \$15,000 that is adjustable at a rate of 29% of subject premium.

$$\text{Subject Premium} = \$773$$

- B. Tax Multiplier

$$\times 21\%$$

$$\$224.73 \text{ Min.}$$

The Tax Multiplier is based on Our current rates and is not adjustable

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL	1.03
GL	1.03

Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll unless otherwise stated in this Agreement.

Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate</u>	<u>Minimum Premium</u>
WC/EL	Payroll	373,000	.2823056%	\$ 1,053.
GL	Revenue	93,034,400	.519098 per \$1,000	\$48,294.

Premium Surcharges

The amount based on current rates is \$12,798. and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: NY

Loss Based Assessments

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments. If there are WC Incurred Losses in states for which Loss Based Assessments are payable, the amount(s) You are obligated to reimburse Us for will be included in the calculation of the Loss Reimbursement Fund and the Retrospective Premium Adjustments based on the effective state rates.

New or Modified State Assessments

If any state should require a new assessment or surcharge, or change the basis upon which an assessment or surcharge is calculated after the program effective date, you will be billed for such an assessment or surcharge according to state regulations.

Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.10
GL	1.10

Premium and Loss Reimbursement Fund Payment

The Deductible Premium and the Loss Reimbursement Fund for the states under the IDP and the Standard Premium for the states under the ILR and Combined Elements are payable in twelve installments due on the following dates:

1/10/2002	7/10/2002
2/10/2002	8/10/2002
3/10/2002	9/10/2002
4/10/2002	10/10/2002
5/10/2002	11/10/2002
6/10/2002	12/20/2002

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund

Initial Loss Reimbursement Fund amount is \$750,000 due in twelve (12) installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Loss Limit(s), Incurred ALAE, as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; times
- (b) the LCF; plus

- (c) WC Incurred Losses within the Loss Limit(s) times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due. However, in no event will the amount of the Loss Reimbursement Fund be in excess of the Aggregate Retention.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Mr. Mark Kashmanian
c/o Ablest Inc.

Address: 1901 Ulmerton Road
Suite 300
Clearwater, Florida 33762

Telephone: (727) 299-1200

Telefax: (727) 299-1297

If to Us: Zurich American Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant General Counsel

Telephone: (847) 605-6002

Telefax: (847) 605-4356

The parties have caused the Specifications, effective January 1, 2002 to be signed by their duly authorized representatives and witnessed.

ABLEST INC.

By: Mano A. Kishan

Title: President

Witness: James Porter

Date: 7/30/02

ZURICH AMERICAN INSURANCE COMPANY

By: Gregory E. ...

Title: Assistant Vice President

Witness: James Porter

Date: 6/28/02

67

Agreement No. 010103b

SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST INC.
AND
ZURICH AMERICAN INSURANCE COMPANY("ZAIC")

Program Effective Date January 1, 2003

Applicable Policies

Line of Business	Program	Company	Policy Number	Expiration Date
WC & EL	ILO	ZAIC	WC 8445472-06	1/1/2004
WC & EL	ILR	ZAIC	WC 8445534-07	1/1/2004
GL	ILR	ZAIC	GLO 8445473-06	1/1/2004

Loss Limit(s) and/or Deductible Limit(s)

The following are the Loss Limit(s) and/or Deductible Limit(s) applying to all losses, claims suits, actions or other proceedings with respect to all coverages provided under the Policy(ies):

- A. The first \$250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC coverage arising out of occupational disease payable to each affected employee.

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- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$500,000 for all of the coverages provided under the Commercial General Liability ("GL") Policy(ies).
- F. With respect to A through E above, ALAE will be handled and paid as follows:

ALAE is included within the limits of liability and the Loss Limit(s) and/or Deductible Limit(s) under the Policy(ies) and is reimbursed to Us by You up to the Loss Limit(s) and/or Deductible Limit(s). We pay the Indemnity and ALAE excess of the Loss Limit(s) and/or Deductible Limit(s) up to the limits of liability under the Policy(ies).

- G. The limits of liability under the Policy(ies) shall be reduced by the application of the Loss Limit(s) and/or Deductible Limit(s)

Combined Minimum Loss Amount -- Combined for WC ILD, WC ILR and GL ILR

At eighteen (18) months after the program effective date, all incurred losses and incurred ALAE as stated under the Loss Limit(s) and/or Deductible Limit(s) above will be subject to a minimum amount of \$750,000. The combined minimum loss amount will be adjusted at a rate of .979751 per \$100 of audited WC payroll. In no event shall the combined minimum loss amount be less than \$750,000.

Aggregate Retention -- Applies to the Incurred WC Deductible and the Incurred WC (WI only) and GL Retro.

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$12,196. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited subject premium.

Maximum Retrospective Premium

The Maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$3,125,000 based on a rate of 4.0822991 per \$100 of audited WC payroll.

Retrospective Premium Elements

A. Basic is a minimum amount of \$11,864 that is adjustable at a rate of 29% of subject GL premium.

B. Tax Multiplier

The Tax Multiplier is based on Our current rates and is not adjustable.

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL – WI Policy	1.028
GL	1.028

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Combined Elements

The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll unless otherwise stated in this Agreement.

Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate</u>	<u>Minimum Premium</u>
WC/EL – WI Policy	Payroll	If Any	.2823056 per \$100	Rate X Payroll
GL	Revenue	110,620,000	\$632254 per \$1,000	\$62,304

Premium Surcharges

The amount based on current rates is \$11,317, and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: NY

Loss Based Assessments

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments. If there are WC Incurred Losses in states for which Loss Based Assessments are payable, the amount(s) You are obligated to reimburse Us for will be included in the calculation of the Loss Reimbursement Fund and the Retrospective Premium Adjustments based on the effective state rates

New or Modified State Assessments

If any state should require a new assessment or surcharge, or change the basis upon which an assessment or surcharge is calculated after the program effective date, you will be billed for such an assessment or surcharge according to state regulations.

Unallocated Loss Adjustment Expense

The LCF is applied to Incurred Loss, plus Incurred ALAE, as follows:

<u>Line of Business</u>	<u>LCF</u>
WC/EL	1.10
GL	1.10

Premium and Loss Reimbursement Fund Payment

The Deductible Premium and the Loss Reimbursement Fund for the states under the IDP and the Standard Premium for the states under the ILR and Combined Elements are payable in twelve installments due on the following dates:

1/10/2003	7/10/2003
2/10/2003	8/10/2003
3/10/2003	9/10/2003
4/10/2003	10/10/2003
5/10/2003	11/10/2003
6/10/2003	12/10/2003

Audit

The processing of the audit for all of the adjustable elements of the Program will be deferred until the calculation of the first Retrospective Premium Adjustment.

You will pay the additional premium due Us or We will pay the return premium due You within twenty (20) days of the billing date.

Retrospective Premium Adjustments

The first Retrospective Premium Adjustment will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter by applying the Retrospective Rating Formula.

The amount due at the first Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium and the audited Standard Premium. The amount due at each subsequent Retrospective Premium Adjustment will represent the difference between the Earned Retrospective Premium less the Earned Retrospective Premium calculated at the prior adjustment.

At each adjustment, You will pay the additional premium due Us or we will pay the return premium due You within twenty (20) days of the billing date.

Loss Reimbursement Fund

Initial Loss Reimbursement Fund amount is \$885,000 due in twelve (12) installments as stated in this Agreement.

The amount paid by You includes expected Incurred Losses within the Loss Limit(s), Incurred ALAE as determined by Us.

The first adjustment of the Loss Reimbursement Fund will be calculated based on a loss valuation date eighteen (18) months after the Program effective date and annually thereafter. Adjustments will be calculated by using the following formula in accordance with the Loss Limit(s) stated above:

- (a) Incurred Losses within the Loss Limit(s) and Incurred ALAE; times
- (b) the LCF; plus
- (c) WC Incurred Losses within the Loss Limit(s) times applicable state LBA; equals
- (d) adjusted Loss Reimbursement Fund

The adjusted Loss Reimbursement Fund less the Loss Reimbursement Fund held equals the additional or return amount due. However, in no event will the amount of the Loss Reimbursement Fund be in excess of the Aggregate Retention.

At each adjustment, You will pay the additional amount due Us or We will pay the return amount due You within twenty (20) days of the billing date.

Collateral

As of the effective date, Collateral is not required under the Program. Collateral requirements will be reviewed periodically and we reserve the right to require Collateral as We deem necessary to secure Your obligations to Us under the Program.

Notices

All notices, letters or other communications required under this Agreement shall be in writing and addressed as follows:

If to You: Vincent J. Lombardo
V.P./Chief Financial Officer
c/o Ablest Inc.

Address: 1901 Ulmerton Road
Suite 300
Clearwater, Florida 33762

Telephone: (727) 299-1200

Telefax: (727) 299-1297

If to Us: Zurich American Insurance Company

Address: Administrative Offices
1400 American Lane
Schaumburg, Illinois 60196-1056
Attention: Assistant General Counsel

Telephone: (847) 605-6002

Telefax: (847) 605-4356

The parties have caused the Specifications, effective January 1, 2003 to be signed by their duly authorized representatives and witnessed.

ABLEST INC.

By: [Signature]

Title: VP & CO

Witness: [Signature]

Date: 2/3/03

ZURICH AMERICAN INSURANCE COMPANY

By: [Signature]

Title: Assistant Vice President

Witness: [Signature]

Date: 1/1/03

Agreement No. 010104b

SPECIFICATIONS TO INCURRED DEDUCTIBLE AND
INCURRED LOSS RETROSPECTIVE RATING AGREEMENT
BETWEEN
ABLEST INC.
AND
ZURICH AMERICAN INSURANCE COMPANY("ZAIC")

Program Effective Date January 1, 2004

Applicable Policies

<u>Line of Business</u>	<u>Program</u>	<u>Company</u>	<u>Policy Number</u>	<u>Expiration Date</u>
WC & EL	ILD	ZAIC	WC 8445472-07	1/1/2005
WC & EL	ILR	ZAIC	WC 8445534-08	1/1/2005
GL	ILR	ZAIC	GLO 8445473-07	1/1/2005
AL	ILD	ZAIC	BAP 8445812-00	1/1/2005

Loss Limit(s) and/or Deductible Limit(s)

The following are the Loss Limit(s) and/or Deductible Limit(s) applying to all losses, claims, suits, actions or other proceedings with respect to all coverages provided under the Policies:

- A. The first \$250,000 under Workers' Compensation ("WC") coverage arising out of each accident involving one or more employees.
- B. The first \$250,000 under WC coverage arising out of occupational disease payable to each affected employee.

INDEORSP 3/03

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- C. The first \$250,000 under Employers' Liability ("EL") coverage arising out of each accident involving one or more employees.
- D. The first \$250,000 under EL coverage arising out of occupational disease payable to each affected employee.
- E. The first \$150,000 for all of the coverages provided under the Commercial General Liability ("GL") Policies.
- F. The first \$100,000 for each accident for all of the coverages provided under the Automobile Liability ("AL") Policy.
- G. With respect to A through F above, ALAE will be handled and paid as follows:

ALAE is in addition to the limits of liability and included within the Loss Limit(s) and/or Deductible Limit(s) under the Policies and is reimbursed to Us by You up to the Loss Limit(s) and/or Deductible Limit(s). We pay the indemnity and ALAE excess of the Loss Limit(s) and/or Deductible Limit(s).

- H. The limits of liability under the Policies shall be reduced by the application of the Loss Limit(s) and/or Deductible Limit(s)

Combined Minimum Loss Amount – Combined for WC ILD, WC ILR, GL ILR, and AL ILD

At eighteen (18) months after the program effective date, all incurred losses and incurred ALAE as stated under the Loss Limit(s) and/or Deductible Limit(s) above will be subject to a minimum amount of \$850,000. The combined minimum loss amount will be adjusted at a rate of 1.0625 per \$100 of audited WC payroll. In no event shall the combined minimum loss amount be less than \$850,000.

Aggregate Retention – Applies to the Incurred WC Deductible, the Incurred WC (WI only), the Incurred GL Retro and the Incurred AL Deductible.

All Paid Losses and Paid ALAE, as stated under the Loss Limit(s) and/or Deductible Limit(s) above will be stopped at an Aggregate Retention amount of \$4,900,000. The Aggregate Retention shall be adjusted at a rate of 6.125 per \$100 of audited WC payroll. In no event shall the Aggregate Retention be less than \$4,900,000.

Deductible Premium

Deductible Premium is a minimum amount that is adjustable at audit as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate per \$100</u>	<u>Minimum Premium</u>
WC/EL	Payroll	80,000,000	.616725	\$493,380

- A. Aggregate Deductible Charge – is included.
- B. Excess Premium -- is included.
- C. Premium Taxes are included in the Deductible Premium.

Retrospective Rating Formula

Formula: $[(IL + IALAE) \times LCF] + \text{Basic} \times TM = ERP$

Components:

Incurred Losses within the Loss Limit(s) (IL) and Incurred ALAE (IALAE) times the Loss Conversion Factor (LCF) plus

Basic times

Tax Multiplier (TM), equals

Earned Retrospective Premium (ERP), plus

Excess Premium equals

Policy premium

Minimum Retrospective Premium

The Retrospective Premium calculated is subject to a Minimum Retrospective Premium equal to the Basic times the Tax Multiplier, subject to a minimum amount of \$13,901. The Minimum Retrospective Premium will be adjusted at the first Retrospective Premium Adjustment using the audited Retrospective Subject Premium.

Maximum Retrospective Premium

The Maximum Retrospective Premium is unlimited; however, the Incurred Losses and ALAE used in the retrospective calculation shall be subject to a minimum Aggregate Retention of \$4,900,000 based on a rate of 6.125 per \$100 of audited WC payroll.

Retrospective Premium Elements

A. Basic is a minimum amount of \$13,522 that is adjustable at a rate of 29% of audited Subject GL Premium.

B. Tax Multiplier

The Tax Multiplier is based on Our current rates and is not adjustable.

The following are the average rates charged based on the state distribution of Your premium:

<u>Line of Business</u>	<u>Tax Multiplier</u>
WC/EL - WI Policy	1.028
GL	1.028

C. The Combined Elements will be adjusted at the first Retrospective Premium Adjustment using the audited payroll unless otherwise stated in this Agreement.

D. Excess Premium is a minimum amount that is adjustable as follows:

<u>Line of Business</u>	<u>Exposure Base</u>	<u>Exposure</u>	<u>Rate</u>	<u>Minimum Premium</u>
WC/EL – WI Policy	Payroll	If Any	.2823056 per \$100	Rate X Payroll
GL	Revenue	106,000,000	.656849 per \$1,000	\$69,626

Premium Surcharges

The amount based on current rates is \$48,811, and is subject to change at audit. The Premium Surcharges are due in one installment at Program inception, except for the following states that require the Premium Surcharges to be paid in the same number of installments as the Deductible and Retrospective Premium: NY

Loss Based Assessments

As of the effective date, there are no states included in the Program that require the payment of Loss Based Assessments. If there are WC Incurred Losses in states for which Loss Based Assessments are payable, the amount(s) You are obligated to reimburse Us for will be included in the calculation of the Loss Reimbursement Fund and the Retrospective Premium Adjustments based on the effective state rates.

Other Special Charges

You will be billed for actual Other Special Charges at any time. We will endeavor to bill them to you at the time they are incurred by us. We will provide you with information about the rate, application and purpose of all Other Special Charges. You will remit payment to us within twenty (20) days of the billing date for Other Special Charges.

In the Matter of the Arbitration Between:

ZURICH AMERICAN INSURANCE)	
COMPANY, in its own right and as)	
successor in interest to ZURICH)	
INSURANCE COMPANY,)	
)	AAA No: 51 195 Y 00901 08
and)	
)	
ZURICH SERVICES CORPORATION)	THIRD AMENDED ARBITRATION
)	DEMAND
Claimants,)	
)	COMMERCIAL ARBITRATION
v.)	RULES
)	
ABLEST INC., ABLEST SERVICE CORP.)	
and KOOSHAREM CORPORATION <i>dba</i>)	Panel Members:
SELECT STAFFING, INC., as successor)	
interest to ABLEST INC.,)	Katherine L. Billingham (Umpire)
)	Timothy M. Yessman
Respondents.)	Judge Douglas M. Moore, Jr.
)	

Zurich American Insurance Company, in its own right and as successor-in-interest to Zurich Insurance Company, and Zurich Services Corporation, by their attorneys, Locke Lord Bissell & Liddell LLP, hereby seek arbitration of the disputes that have arisen between them and respondents Ablest Inc., Ablest Service Corp., and Koosharem Corporation *dba* Select Staffing, Inc. In support, claimants Zurich American Insurance Company and Zurich Services Corporation state as follows:

The Parties

1. Zurich American Insurance Company is in the business of providing insurance, and is the successor in interest to Zurich Insurance Company (collectively, "Zurich American").
2. Zurich Services Corporation ("ZSC") is a third party administrator and provides a service and support facility for Zurich American and other companies in the Zurich insurance group.

3. Ablest Inc. and Ablest Service Corp. are employee staffing companies that entered into insurance program agreements with Zurich American spanning the years January 1, 1997 through January 1, 2007.

4. C.H. Heist Corporation ("C.H. Heist") was an employee staffing company of which Ablest was a subsidiary and entered in insurance program agreements with Zurich American from 1991 through 1996. Upon information and belief, Ablest is the successor in interest to C.H. Heist and is liable for C.H. Heist's debts and liabilities to Zurich American.

5. Upon information and belief, Koosharem Corporation ("Koosharem") acquired Ablest in 2007 and is the successor in interest to Ablest and is liable for Ablest's debts and liabilities. Koosharem conducts business under the name Select Staffing, Inc. Below, Ablest Inc., Ablest Service Corp. and Koosharem are referred to collectively as "Ablest."

Count I – Zurich American v. Ablest

6. Between January 1, 1991 and January 1, 2007, Zurich American entered into annual insurance program agreements with Ablest.

7. Zurich American seeks to collect amounts due from Ablest under the terms of the following fully executed agreements (collectively, the "Program Agreements"):

- a. the Retrospective Premium Agreement with an effective date of January 1, 1992 (executed by C.H. Heist) (Exhibit A);
- b. the Retrospective Premium Agreement with an effective date of January 1, 1993 (executed by C.H. Heist) (Exhibit B); and
- c. the Incurred Deductible and Incurred Loss Retrospective Rating Agreement, and the Specifications to that Agreement, with program effective dates of January 1, 1997, January 1, 1998, January 1, 1999, January 1, 2000, January 1, 2001, January 1, 2002, January 1, 2003, January 1, 2004, January 1, 2005 and January 1, 2006 (1997-2000 executed by Ablest Service Corp.; 2001-2006 executed by Ablest Inc.) (Exhibit C).

8. Zurich American has demanded payment of the amounts due from Ablest, and Ablest has refused to pay the amounts due. Specifically:
- a. \$1,739,429.00 is due and owing for premium and deductible amounts. (The adjustment invoices for the June 30, 2006 (partial payment received), June 30, 2007 and June 30, 2008 Valuation Dates are attached hereto as Exhibit D.)
 - b. \$116,972.00 is due and owing for audit adjustments to premium. (The audit invoices dated April 8, 2003 (WC 8445472-05) and February 2, 2004 (WC 8445472-06) are attached hereto as Exhibit E.)

9. After crediting Ablest for a \$150.00 payment made in January 2008, a total of \$1,856,251.00, plus interest, is due and owing to Zurich American.

10. Zurich American hereby demands arbitration of all disputes between Zurich American and Ablest pursuant to the terms of the Program Agreements (Ex. A at Z0008-10; Ex. B at 13-14; Ex. C at Z00021-22), which arbitration shall take place in Schaumburg, Illinois. All such disputes, including but not limited to those disputes concerning past, present and future amounts owing to Zurich American from Ablest under the Program Agreements, shall be fully and finally resolved by arbitration.

11. Zurich American requests from the arbitration panel an award of the full amount of this unpaid balance, plus interest, and such other or further relief as the panel of arbitrators may determine is appropriate.

Count II – ZSC v. Ablest

12. ZSC and Ablest entered into a Claim Services Contract for the period January 1, 2006 to January 1, 2007 (Exhibit F).

13. Ablest currently owes ZSC a total of \$65,767.00 for claims servicing fees under to the terms of the Claim Services Contract. (ZSC's February 15, 2008 invoice is attached hereto as Exhibit G.)

14. ZSC has demanded payment of the amounts due from Ablest, and Ablest has refused to pay the amounts due.

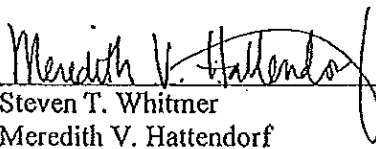
15. Article 27 of the Claim Services Contract provides that Ablest shall pay all of ZSC's reasonable costs and attorney fees incurred in enforcing its rights under the agreement.

16. ZSC hereby requests arbitration of the dispute that has arisen between ZSC and Ablest concerning amounts due and owing for claims servicing fees and attorney fees and costs under the Claim Services Contract.

Dated: June 12, 2009

Respectfully submitted,

ZURICH AMERICAN INSURANCE COMPANY

By: 
Steven T. Whitmer
Meredith V. Hattendorf
LOCKE LORD BISSELL & LIDDELL LLP
111 South Wacker Drive
Chicago, Illinois 60606
Tel. 312.443.1869 (S. Whitmer)

Retrospective Premium Agreement

Page 1.

RETROSPECTIVE PREMIUM AGREEMENT - INFORMATION PAGES

RETROSPECTIVE PREMIUM AGREEMENT
Agreement No. 68579 - 92

1. NAME AND ADDRESS OF INSURED

C.H. HEIST CORPORATION
810 NORTH BELCHER ROAD
CLEARWATER, FLORIDA 34625

2. NAME AND ADDRESS OF COMPANY

ZURICH INSURANCE COMPANY (Z)
Zurich Towers
1400 American Lane
Schaumburg, Illinois 60196 - 1056

3. POLICY PERIODS AND POLICIES SUBJECT TO AND EXCLUDED FROM THIS AGREEMENT

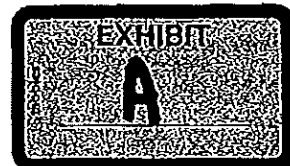
Effective 12:01 A.M., Standard Time, 01/01/92,
Expiring 12:01 A.M., Standard Time, 01/01/93,
at the address of Insured stated above.

a. Policy Period Option (Selection indicated by [X])

☒ Annual Policy Period Premium Computation Option☐ Cumulative Policy Period Premium Computation OptionPolicy Periods Included: 1. _____ to _____
2. _____ to _____
3. _____ to _____

b. Policy Numbers Subject

Company	Line of Business	Effective/Expiration	Policy No.
Z	Workers Comp	01/01/92 - 01/01/93	WC 6515929-01
Z	Comm Gen'l Liab	01/01/92 - 01/01/93	GLO6516101-01
Z	Business Auto	01/01/92 - 01/01/93	BAF6516102-01
Z	Texas Auto	01/01/92 - 01/01/93	TAP6516103-01
Z	Owners, Contractors Protective	01/01/92 - 01/01/93	OCP6516165-01
Z	Owners, Contractors Protective	01/01/92 - 01/01/93	OCP6516166-01
Z	Owners, Contractors Protective	01/01/92 - 01/01/93	OCP6516167-01

and any other policies which afford the same or similar
insurance issued during this policy period.

Retrospective Premium Agreement

Page 2.

c. Policy Numbers - Policy or Coverage Excluded - NONE

4. EARNED RETROSPECTIVE PREMIUM AND EXCESS LOSS PREMIUM - FACTORS AND RATES - SUBJECT TO REVISION FOR EACH ANNUAL POLICY PERIOD

WC Payroll as defined in this Agreement Excludes Self-Insured states but Includes Stop Gap Payroll for covered entities.

a. Basic Premium for this policy period.

\$9,070,880 multiplied by 1.404 per \$100 of Audited WC Payroll.

Estimated Annual Basic Premium is:
\$127,352, adjustable on the basis herein described.

b. Excess Loss Premium - Each Accident - Workers Compensation for this policy period.

\$9,070,880 multiplied by .1764 per \$100 of Audited WC Payroll.

Estimated Annual Excess Loss Premium - Each Accident - Workers Compensation is:
\$16,000, adjustable on the basis herein described.

c. Loss Factors for this policy period. Applies to Losses and Allocated Claim Expenses.

1) 1.224 multiplied by Incurred Losses for New York Workers Compensation.

2) 1.110 multiplied by Incurred Losses for All Other.

d. Estimated Average Premium Tax Factor for this policy period 1.039. Adjustable as described in Section B., 1., g. of this Agreement.

e. Minimum Retrospective Premium for this policy period.

\$9,070,880 multiplied by 1.457 per \$100 of Audited WC Payroll.

Estimated Annual Minimum Retrospective Premium is:
\$132,203, adjustable on the basis herein described.

f. Maximum Retrospective Premium for this policy period.

\$9,070,880 multiplied by 33.401 per \$100 of Audited WC Payroll.

Retrospective Premium Agreement

Page 3.

Estimated Annual Maximum Retrospective Premium is:
\$3,029,754, adjustable on the basis herein described.

Cumulative Policy Period Premium Computation Option. Total Incurred Losses as herein defined from each elapsed policy period shall be included in each Retrospective Premium Computation up to the Cumulative Maximum Retrospective Premium at the time of each such computation.

- g. Workers Compensation Residual Market Subsidy Charges (Excess Premium) for this policy period.

.1009 multiplied by Audited WC Standard Premium.

Estimated Annual WC Residual Market Subsidy Charges are:
\$54,159, adjustable on the basis herein described.

- h. Automobile Liability Residual Market Subsidy Charges (Excess Premium) for this policy period.

.0121 multiplied by Audited AL Standard Premium.

Estimated Annual Automobile Liability Residual Market Subsidy Charges are:
\$3,366, adjustable on the basis herein described.

5. LOSS LIMITS FOR THIS POLICY PERIOD

a. Workers Compensation Policies

- 1) \$ 250,000 each accident involving one or more employees for Workers Compensation as provided under the laws of any State, Territory, Possession or the Federal Government, and Voluntary Compensation or Other States Coverage.
- 2) \$ 250,000 each accident involving one or more employees arising out of Employers' Liability Coverage.
- 3) Allocated Loss Expense is payable by the Insured in addition to these Loss Limits.

b. Commercial General Liability Policies or Policies Providing the Same or Similar Insurance

- 1) \$ 500,000 each occurrence involving one or more claimants arising out of any coverage or coverages provided by the policy on a combined basis.
- 2) Allocated Loss Expense is payable by the Insured in addition to these Loss Limits.